

Foreign Domestic Helpers Rights and Protection under the Employment Ordinance

Standard Employment Contract for Foreign Domestic Helpers

The Standard Employment Contract specifies the terms and conditions of employment of a foreign domestic helper in Hong Kong. **It is the only piece of document recognised** by the Government of the Hong Kong Special Administrative Region for the purpose of employing foreign domestic helpers.

Under the Standard Employment Contract, foreign domestic helpers are entitled to:

- A Minimum Allowable Wage (Clause 5(a) of the contract)
- Food allowance if no food is provided by the employer (Clause 5(b))
- Free accommodation (Clause 5(b))
- Free passage to and from their place of origin (Clause 7(a))
- Free medical treatment, including medical consultation, maintenance in hospital and emergency dental treatment (Clause 9(a))
- Paid or unpaid home leave with cost of passage at the expense of the employer (Clause 13)

Minimum Allowable Wage

Employers must pay their helper a salary no less than the prevailing Minimum Allowable Wage at the time of signing the contract.

All foreign domestic helpers in Hong Kong should be paid not less than the **Minimum Allowable Wage of HK\$4,310 per month** if their employment contracts are made on or after 1 October 2016.

Payment of Wages

Wages should be paid **not later than 7 days** after the end of the wage period or date of termination of contract.

Underpayment of Wages

If wages received are less than that stipulated in the employment contract, a helper should:

- clarify the correct amount with the employer;
- not acknowledge receipt of wages which has not been paid; and
- in case of underpayment, report to the Labour Department as soon as possible.

Deduction of Wages

Deduction of wages is prohibited except:

- due to damage to or loss of employer's goods or property attributable to the negligence or default of the helper. **The amount deducted in each case shall not exceed HK\$300;**
- absence from work not exceeding a sum proportionate to the period of absence;
- recovery of advance or over-payment of wages; and
- recovery of loan made to the helper with the helper's written request, etc.

Total deductions, excluding those for absence from work, must not exceed one half of the wages payable in that wage period.

Rest Days

A foreign domestic helper:

- should have at least **1 rest day** in every period of 7 days; and
- may work voluntarily on a rest day.

An employer must not compel a helper to work on a rest day.

Statutory Holidays

A foreign domestic helper is entitled to:

- **12 statutory holidays** in a year; and
- holiday pay if he/she has already been employed for 3 months preceding any of the statutory holidays.

Payment in lieu of granting a statutory holiday is not permitted.

If a statutory holiday falls on a rest day, a holiday should be granted on the day following the rest day.

An alternative holiday should be arranged within 60 days before or after the statutory holiday if the foreign domestic helper is required to work on the holiday.

Annual Leave

A foreign domestic helper is entitled to paid annual leave after serving every period of 12 months with the same employer at the following rate:

- 7 days each for the first and second year of service; and
- starting from the third year, the number increases by 1 day per year up to a maximum of 14 days.

Sickness Allowance

A foreign domestic helper is entitled to sickness allowance if he/she:

- has accumulated the number of paid sickness days;
- the sick leave taken is not less than 4 consecutive days; and
- the sick leave is supported by an appropriate medical certificate.

The daily rate of sickness allowance is a sum equivalent to four-fifths of the average daily wages of the helper. It should be paid not later than the normal pay day.

An employer is prohibited from dismissing the helper on his/her paid sickness days, except in the case of the employee's serious misconduct.

Termination of Employment Contract

Either party may terminate the employment contract by giving **one month's notice or one month's payment in lieu of notice** to the other party.

Termination payments may include:

- outstanding wages;
- payment in lieu of notice, if any;
- payment in lieu of any untaken annual leave;

- long service payment/severance payment, where appropriate; and
- any other sum under the employment contract, e.g. free return passage, food and traveling allowance, etc.

Severance Payment

A foreign domestic helper is entitled to severance payment if he/she:

- has **not less than 24 months of service** with the same employer prior to the termination; and
- is dismissed or the contract is not being renewed by reason of redundancy.

Long Service Payment

A foreign domestic helper is entitled to long service payment if he/she has no **less than 5 years of service** with the same employer prior to the termination and:

- is dismissed or the contract is not being renewed by reason other than serious misconduct or redundancy;
- resigns on ground of ill health;
- resigns on ground of old age (i.e. aged 65 or above); or
- dies in service.

Amount of severance payment or long service payment

Monthly wages x 2/3 x years of service

Service of incomplete year should be calculated on a pro rata basis.

A foreign domestic helper is only entitled to either severance payment or long service payment.

The above information sets out only the highlights of the major statutory and contractual provisions with which foreign domestic helpers are commonly concerned.

For details of your employment rights and benefits, please refer to the “Practical Guide for Employment of Foreign Domestic Helpers” or “A Concise Guide to the Employment Ordinance” which are available at the branch offices of the Labour Relations Division of the Labour Department.

- **Enquiry Hotline:** 2-71-71-771(the hotline is handled by “1823”)
- **Homepage Address:** <http://www.labour.gov.hk>
- **Enquiry in person** to Offices of the Labour Relations Division:
<http://www.labour.gov.hk/eng/tele/lr1.htm>

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